

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: December 21, 2005

Division: Engineering

Bulk Item: Yes X No     

Department: Facilities Development

Staff Contact Person: Larry Chalmers

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**AGENDA ITEM WORDING:** Approval of a Purchase Order in the amount of \$25,000 to MBI/K2M Architecture for Professional Services to re-design the Higgs Beach Pier.

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**ITEM BACKGROUND:** Hurricane Wilma damaged the pier in October 2005.

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**PREVIOUS RELEVANT BOCC ACTION:** On 5/18/05, the BOCC renewed the annual contract with MBI/K2M Architecture for Professional Services not to exceed \$1,000,000.00.

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**CONTRACT/AGREEMENT CHANGES:** N/A

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**STAFF RECOMMENDATIONS:** Approval as stated above.

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**TOTAL COST:** \$ 25,000.00

**BUDGETED:** Yes X No     

**COST TO COUNTY:** \$25,000.00

**SOURCE OF FUNDS:** N/A

**REVENUE PRODUCING:** Yes X No      **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty      OMB/Purchasing      Risk Management     

**DIVISION DIRECTOR APPROVAL:**

  
David S. Koppel, PE, County Engineer

**DOCUMENTATION:** Included X Not Required     

**DISPOSITION:**                                     

**AGENDA ITEM #**

Date: November 11, 2005

Client: Monroe County, Florida - Engineering  
1100 Simonton Street  
Room 2-216  
Key West, FL 33040  
Attn: Mr. David S. Koppel, County Engineer

MONROE COUNTY  
CONSTRUCTION MANAGEMENT

NOV 14 2005

TIME  
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Consultant: mbi | k2m Architecture  
604 Whitehead Street  
Key West, Florida 33040  
Mr. Scott C. Maloney, Director

Project: Higgs Beach – Pier Redevelopment

#### I. Scope of Services

- A. The Consultant proposes to provide professional services for the design and documentation of the Higg's Beach Pier Redevelopment. The project includes the redesign of the approximately 400-foot long wood / concrete pier that constructed in the mid-1980's and suffered damage in recent hurricanes. Services include architectural services, structural, permitting, and project management. Representation during bidding and construction shall be under separate contract if required by Client. Throughout project the Consultant shall coordinate with representatives or other consultants employed by Client. Refer to Appendix A for complete scope of work.

#### II. Conditions

- A. The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.
- B. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representative, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees, to the extent such claims, losses, damages, or expenses are caused by indemnifying party's negligent acts, error or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

#### III. Compensation

- A. For services described in Section IA, the Consultant proposes a fixed fee of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for services under premise of continuing services contract with the Client.
- B. In addition to compensation in Paragraph III (A), Client shall pay Consultant for any and all reimbursable expenses under premise of continuing services contract with the Client.
- C. The Consultant shall submit monthly invoices for services rendered. Payment of the invoice is due under premise of continuing services contract with the Client.

APPENDIX A

The Scope of Work includes:

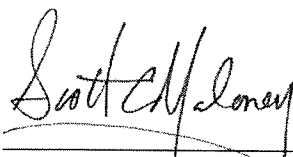
- Existing Condition analysis of the concrete structure and documentation of existing pier and beam location.
- Schematic Design for proposed pier redevelopment.
- Construction Documents for the pier redevelopment.
- Structural engineering.
- Permitting processes required for pier redevelopment.
- Project Management – coordination with Client and their representatives.
- Site visits as required.

SCHEDULE

Consultant shall complete the project as dictated by the Client. The project will be submitted to permitting authorities by end of December 2006.

Please sign and return this proposal in order for work to begin or issue purchase order in accordance with our current continuing services contract.

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Signature Title Date

  
mbi | k2m Architecture Director November 11, 2005  
Title Date